

1 Ralph A. Ronda
2 Gladys M. Ronda
3 C/O 618 N. Glendora Ave., #3
4 Covina, CA 91724
5 (626) 859-3058
6 RES212C1@msn.com

7 Petitioners in Pro Per

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: *[Signature]*

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

10 LACV15-0948 PSG (JEMx)

11 Ralph A. Ronda & Gladys M. Ronda,
12 Petitioners

CASE NO.:

VERIFIED PETITION FOR
TEMPORARY INJUNCTION

13 v.

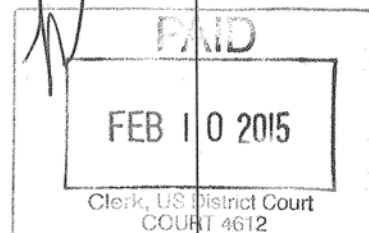
14 Wells Fargo Bank,
15 Respondent

16 **RALPH A. RONDA and GLADYS M. RONDA** petitions this Honorable
17 Court to issue a temporary injunction and in support therefore states:

18 **I. JURISDICTION ALLEGATIONS**

- 19 1. Venue is proper pursuant to 28 U.S.C. 1391 because the property at issue in
20 this complaint is located in this district.
21 2. This is an action for the equitable remedy of a temporary injunction.
22 3. Petitioners reside in Los Angeles County, California.
23 4. The threatened harm to be enjoined is threatened to be imposed in Los
24 Angeles.
25 5. The issues in question are based on property the Respondent claims to have
26 an interest in, which is located in Los Angeles County.
6. This Honorable Court has jurisdiction.

Ronda, Ralph A. and Gladys M. – Verified Petition for Temporary Injunction



II. FACTUAL ALLEGATIONS

7. Petitioner has personal knowledge that the Respondent, Wells Fargo Bank, has a well formed plan to act in a manner that will surely cause the Petitioners serious harm.
8. The planned act is foreclosing on the property of 618 N. Glendora Ave., located in Covina, California.
9. The threatened harm is to a senior citizen subject to homelessness and exposure from the elements, emotional stress, pain, suffering and hardship.
10. The threat is imminent because of correspondence sent to the Petitioner's by the bank. The immediacy of the threat has caused a high level of duress and emotional harm, loss, sleep, lost production at work, lost wages.
11. An action for money damages alone is insufficient to restore Petitioners to the *status quo ante* after the threatened harm because besides having no place to reside comparable to the place the Petitioner is threatened to lose, he has suffered emotional damage through threat and duress, loss of potential earnings due to negative credit reporting, lost wages and loss of reputation.
12. The threatened harm to the Petitioner outweighs any substantial harm to the Respondent; whereas the Petitioner makes three hundred and eight four dollars per day, conversely, the Respondent generates seventy five million dollars per day. The loss to the Petitioner thus proportionally outweighs the loss to the Respondent.
13. There is no substantial public interest that will be contravened by this Honorable Court issuing an injunction favoring this particular Petitioner. In fact, it is well established that the public interest will be enhanced.

1 14. There is a substantial likelihood that the Petitioners will prevail in this
2 action, because the facts obtained on the record by discovery will reveal that
3 the Respondent admitted all of the Petitioner's cause of action by silence.
4 The Petitioner's standing is greater than that of the Respondent. Petitioner
5 has shown his proof of ownership whereas Respondent defaulted upon
6 demand to show theirs. Respondent cannot prove standing. Petitioner
7 requested of the Respondent a response to the following:

- 8 a. Qualified Written Report (QWR) under U.S.C. Section 2605.) Under
9 Section 6 of RESPA, borrowers are afforded a dispute resolution
10 mechanism that gives rise to specific duties on the part of servicers.
11 Please see EXHIBIT A for a copy of the QWR.
- 12 b. Notice of Rescission under TILA 226.23 APPENDIX H. Non-
13 compliance is a violation of the act which gives rise to a claim for
14 actual and statutory damages under 15 USC 1640. TILA rescission
15 does not only cancel a security interest in the property but it also
16 cancels any liability on the part of the Petitioners. Please see
17 EXHIBIT B for Letter of Rescission.
- 18 c. A Writ in the Nature of Discovery under FDCPA and Rule 36(1)
19 Scope: A party may serve on any other party a written request to
20 admit, for purposes of the pending action only, the truth of any
21 matters within the scope of Rule 26(b). Title 5 USC 552 (b)(4). Each
22 agency shall make available to the public information...

23 The Respondent defaulted on all these requests. The Respondent has
24 refused to produce the documentation that would settle the claim. As a
25 result of concealment the Respondent has "admitted". The Respondent owes
26

1 the Petitioners damages on the funds that have been withheld, owed to the
2 Petitioners.

3 The security interest is by statute void. The Respondent admits that it is not
4 the real party of interest. Under such circumstances the Judge has no
5 discretion to deny damages, refunds etc. to the Respondent once a violation
6 of TILA, no matter how small is discovered. "Silence can only be equated
7 with fraud where there is a legal or moral duty to speak or when an inquiry
8 left unanswered would be intentionally misleading. Indeed no more than
9 (affidavits) is necessary to make the prima facie case "United States v. Kis,
10 658 F.2nd, 526, 536 (7th Cir. 1981); cert Denied, 50 U.S.L.W. 2169; S. Ct.
11 March 22, 1982."

12 15. The Petitioners have standing, the Respondent does not. The Petitioners
13 claim the right to have the security instrument (promissory note) returned
14 because the Petitioners hold the registered security instrument whereas the
15 Respondent allegedly hold the "unregistered" version thereby the
16 Petitioner's claim trumps the Respondent's. UCC3-104(a)(c), 3-105(a)(c),
17 UCC3-306.

18 The Respondent violated the Petitioners Recession Rights under TILA 12
19 U.S.C. §226.23 Appendix H. Non-compliance is a violation of the act which
20 gives rise to a claim for actual and statutory damages under 15 USC 1640.

21 16. A temporary injunction is necessary to protect the Petitioner from the
22 threatened harm by an interloper when the Petitioners have proof of claim
23 and the interloper has none.

24 III. REQUEST FO RELIEF

1 **WHEREFORE** Petitioners, Ralph A. and Gladys M. Ronda moves this
2 Honorable Court to enter an Order enjoining the Petitioners from loss of
3 valuable property, expulsion, extortion, abuse of power, contrived
4 abandonment without requisite proof of claim or standing or security interest
5 by the Respondent who is neither a real party of interest nor a holder in due
6 course. Please require all Respondents to file cancellation documents of
7 record and providing judgment for damages and refunds and granting such
8 other and further relief as the circumstances may warrant, and in their
9 attempt to confiscate what they do not own together with violations for
10 actual and compensatory damages, statutory damages, punitive damages,
11 treble damages, restitution, including the voiding of security interests, the
12 clearing and quieting title to the property and an injunction against filing
13 foreclosure complaints present and future into perpetuity, to return the note
14 and mortgage or the equivalent value and such other and further relief as the
15 Court may deem reasonable and just under the circumstances.

16 **UNDER PENALTIES OF PERJURY**, We affirm that the facts alleged in
17 the foregoing are true and correct according to our own personal knowledge.

18
19 **Dated:** 2/9/15 Ralph A. Ronda
20 **Ralph A. Ronda, Petitioner**

21
22 **Dated:** 2/9/15 Gladys M. Ronda
23 **Gladys M. Ronda, Petitioner**

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DECLARATION IN SUPPORT OF INJUNCTION

In reference to 618 N.GLENDORA AVE, COVINA, California; near [91724]

RALPH A RONDA, (Trustor), C/o Ralph A. Ronda and Declarant,
C/o 618 N.Glendora Ave, Covina, California; near [91724], County of Los Angeles
Tract Number: 34604 Instrument Number: 79-1312038
Original Loan Number: 0259926624 Loan Date: September 24, 2008
Original DEED OF TRUST (Contract) #: 0259926624,
Recorded Date: September 24, 2008
Current Servicer: Wells Fargo bank, LLC

For The Record

The undersigned Declarant, Ralph A Ronda, Authorized Representative for Ralph A Ronda, Trustor and alleged Borrower, hereinafter, "Declarant", does solemnly Affirm and state as follows:

1. Declarant is competent to state the matters set forth herein.
2. Declarant has knowledge of the facts stated herein.
3. All the facts herein are true, correct and complete, admissible as evidence, and if called upon as a witness, Declarant will testify to their veracity.

Plain Statement of Facts

4. Wells Fargo Bank, failed to respond to the letter of cancellation and rescission of the loan as required by Federal Law visa vi the provisions of the Truth in Lending Act, 12 USC 226.23 APPENDIX H, which specifies rules regarding foreclosures, that the Declarant has the right to cancel the foreclosure and same notice if the Cancellation notice is not included in the foreclosure packet, and/or the notice of the broker's fees are not included, then Declarant's home is caused to be unsecured by any and all liens and or encumbrances.

1
2 5. The TILA Notice of Rescission Cancellation form was sent via USPS
3 certified mail #: 70131090000136822760, dated: March 11, 2014.

4 Declarant has sent Notice of Default to Bank's failure to answer the
5 TILA Notice of Cancellation. Sent via USPS certified mail #:

6 70131090000136822760 dated: March 11, 2014.
7

8
9 6. There is no evidence that Ralph A Ronda has any outstanding liabilities
10 or obligations with Well Fargo Bank or any other assigns or nominees
11 known or unknown, under the doctrine of ultra vires. By doctrine of ultra
12 vires, a contract made by a corporation beyond the scope of its corporate
13 powers is unlawful. Declarant believes there is no proof to the contrary.

14 7. Wells Fargo Bank failed to provide proof of FULL DISCLOSURE to
15 all matters dealing with the above loan and said contract as required by
16 law in the Truth-in-Lending Act pursuant to 15 USC §§ 1601-1667j. The
17 Bank failed to provide me all documented information that I requested in
18 the Qualified Written Request sent to the bank on March 11, 20124 by
19 USPS Certified Mail #701310900000136822609. And a second NOTICE
20 AND DEMAND FOR FULL DISCLOSURE on May 15th, 2014 via
21 USPS certified # 70133020000146953770.
22

23 8. Wells Fargo Bank to all matters dealing with the above loan and said
24 contract as required by law in the Truth-in-Lending Act pursuant to 5
25 USC §§ 552(b)(4) OMB #S Privacy Act and CA Code of Civil Procedure
26 Section 2033.010-2033.080. The Bank failed to provide me all
27 documented information that I requested in the letter sent to the bank on
28

1 June 11, 2014 Reference # 708-0259926624 asking for forms that are
2 public information and Defaulted on that request.
3

4 9. In addition, NOTICE OF DEFAULT with a Second Request for
5 Documentation of Claim Dated August 26, 2014 was sent to the bank by
6 USPS Certified #70140150000088535940.
7

8
9 10. The original lender willfully committed fraud of inducement in executing
10 the contract through their lack of full disclosure. The Bank also by non-
11 disclosure has admitted Bank has no standing. Declarant believes there is
12 no proof to the contrary.
13

14 11. Wells Fargo Bank brought forward and loaned its own 'CREDIT' within
15 the Transaction/Contract. Banks do not have the authority to create nor
16 loan out credit and have committed unlawful acts of fraud and have
17 violated SEC rules and regulations. Declarant believes there is no proof
18 to the contrary.
19

20 Wells Fargo Bank failed to prove that the undersigned's signature on the
21 original 'Contract' did not create the value for the loan, and that the
22 undersigned did not put the property up (by pledge) as the collateral for
23 said 'loan' by his signature as well. Declarant believes there is no proof
24 to the contrary.
25

26
27 12. Wells Fargo Bank failed to produce for my inspection upon demand as
28 required by law, the original(Wet Signature) documents including the

1 Deed of Trust and the Promissory Note and allonge, as evidence that
2 they are, in fact, the holder in due course of the purported obligation.
3 Despite being given two opportunities to provide proof of claim on this
4 matter via certified mail, Bank cannot and have not been able to provide
5 presentment upon demand. Declarant believes there is no proof to the
6 contrary.

7
8
9 13. Wells Fargo Bank states I signed the docs, but cannot prove their
10 performance. Have not disclosed the true facts of the case. Where did the
11 funds originate; in whose name were the funds deposited; the formation
12 of the trust; the investment group of Wall Street; the role of MERS; PSA
13 violations; robo-signing violations and many more, including fraudulent
14 inducement, actionable and constructive fraud and securities violations
15 and unconscionable concealment.

16
17 14. Wells Fargo Bank has no evidence that the Bank was put at risk by
18 extending the above-referenced loan to Ralph A Ronda. Therefore, the
19 Bank has not put forth any consideration in the alleged contract. Without
20 Consideration, the Contract is null and void. There is no proof to the
21 contrary.

22
23 15. Wells Fargo Bank has no evidence that it was/is or will be damaged if the
24 above-referenced alleged loan is not repaid. There is no proof to the
25 contrary.
26
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1 16. Wells Fargo Bank failed to prove that they are the Note Holder in Due
2 Course pursuant of U.C.C. - ARTICLE 3 -§3-302 despite two qualified
3 written request's demanding the Bank to stipulate and clarify this fact.
4 Nowhere on the loan were documents or deed of trust there mention of
5 the word "holder". There is no proof to the contrary.

6
7
8 17. If in fact Wells Fargo Bank has the authority to enforce the contract
9 through servicing and assignment, they have provided no proof of such
10 authority despite three written requests via certified mail. There is no
11 proof to the contrary.

12
13 18. Wells Fargo Bank failed to stipulate that they are a Creditor in the
14 contract to have subject matter jurisdiction in this matter, despite three
15 qualified written requests demanding that the Bank stipulate and clarify
16 this fact for the record. There is no proof that the bank suffered any loss
17 in extending the alleged debt to Ralph A Ronda.

18
19 19. Wells Fargo Bank was notified that a revocation of power of attorney and
20 rescission of trustee is public record and that the unregistered security
21 instrument known as the Promissory Note was registered under my name
22 as owner on a UCC 3, which gives me the claim to ownership.

23
24 20. WELLS FARGO BANK has by denial of request for information that is
25 of a public nature shown that it has no standing in ownership of the
26 property and by not disclosing the information has committed fraud and
27 is shown that it is hiding something,
28

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2
3 Date: 2/9/15

Signed:

Ralph A. Ronda

RALPH A RONDA - DECLARANT

4
5 Date: 2/9/15

Signed:

Gladys M. Ronda

GLADYS M RONDA - DECLARANT

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EXHIBIT A

Ronda, Ralph A. and Gladys M. – Verified Petition for Temporary Injunction

Certified Mail Number: 70131890000136822609

**RALPH ARMONDO RONDA, 618 N GLENDORA AVE #3, COVINA CA
91724**

WELLS FARGO, N.A.

One Home Campus

MAC #x2302-02G

Des Moines, IA 50328

03/11/2014

Loan # 0259926624

Borrower Name(s): Ralph Armondo Ronda

Property Address: 618 N GLENDORA AVE., #3, COVINA CA 91724

RE: RESPA Qualified Written Request, Complaint, and Dispute of Debt and Validation of Debt Letter

Dear CEO or Shanti Posani: Wells Fargo Bank

I am writing to you to request specific itemized information about the accounting and servicing of my mortgage and of my need for understanding and clarification of various charges, credits, debits, transactions, actions, payments, analyses and records related to the servicing of my loan from its inception to the present date.

I am disputing the validity of the current debt you claim that I owe. To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of my mortgage loan from its inception until the present date. Upon receipt of this letter, please refrain from reporting any negative credit information to any credit reporting agencies until you respond to my "requests."

I also request that you conduct your own investigation and audit of my account since its inception to "validate" the debt you claim I owe you is accurate to the penny. Please do not rely on previous servicers or originators assurances or indemnity agreements and refuse to conduct a full audit and investigation of my account.

I want to insure that I or [we] have not been the victim of such predatory practices. To insure this, I have authorized a thorough review, examination, accounting and audit of my mortgage loan #0259926624 by predatory lending experts. This exam and audit will review my mortgage loan file from the date of my initial contact, application and the origination of my loan to the present date written above.

I have reason to believe that the loan terms were misrepresented to me at the time of application and further obscured and/or modified prior to signing. I believe that my income was inflated on the application, and that the property appraisal was similarly falsely inflated. I also have reason to believe that certain statements were not provided for my approval prior to closing, and that

Ralph Armondo Ronda QWR Request

signatures may have been forged on various documents. Additionally, I believe that a notary was not present to witness my signatures on several pertinent documents.

As such, please treat this letter as a "Qualified Written Request" under the Real Estate Settlement Procedures Act, codified as Section 2605 (e) of Title 12 of the United States Code. As you know, RESPA provides substantial penalties and fines for non-compliance or answers to my questions provided in this letter within sixty [60] days!

In order to conduct this examination and audit, I need to have full and immediate disclosure including copies of all pertinent information regarding my loan. The documents requested and answers to questions are needed by my counsel and the predatory lending experts retained to insure that my loan:

- Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to RESPA, HOEPA and other laws;
- That any sale or transfer of my loan was conducted in accordance with proper laws and was a "true sale" of my note;
- That the claimed holder in due course of my promissory note and deed of trust is holding such note in compliance with State and Federal laws and is entitled to the benefits of my payments;
- That all appropriate disclosures of terms, costs, commissions, rebates, kickbacks, fees etc. Were properly disclosed to me at the inception of my loan;
- That each servicer and sub-servicer of my mortgage has serviced my mortgage in accordance with the terms of my mortgage, promissory note and/or deed of trust;
- That each servicer and sub-servicer of my mortgage has serviced my mortgage in compliance with local, state and federal statutes, laws and regulations;
- That my loan has properly been credited, debited, adjusted, amortized and charged correctly;
- That interest and principal have been properly calculated and applied to my loan;
- That my principal balance has been properly calculated and accounted for;
- That no charges, fees or expenses, not obligated by me in any agreement, have been charged or assessed to or collected on my account;

In order to validate my debt and audit my account, I need copies of pertinent documents to be provided and answers in writing to various servicing questions to be sent to me and/or to my representative:

**RALPH ARMONDO RONDA, 618 N GLENDORA AVE #3, COVINA CA
91724**

For each record kept on computer or in any other electronic file or format, please provide a paper copy of "all" information in each field or record in each computer system, program or database used by you that contains any information on my account.

As such, please send to me, at the address above, copies of the documents requested below as soon as possible. Please provide me copies of:

1. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel's CPI system, any system by Alltel or any other similar mortgage servicing software used by you, any servicers, or sub-servicer of my mortgage account from the inception of my loan to the date written above.
2. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review my mortgage account may properly conduct their work.
3. All purchase and sale of mortgage agreements, sale or transfer of servicing rights or other similar agreement related to any assignment, purchase or sale of my mortgage loan or servicing rights by you, any broker, affiliate company, parent company, servicers, bank, government sponsored enterprise, sub-servicers, mortgage broker, mortgage banker or any holder of any right related to my mortgage, promissory note and deed of trust from the inception of my loan to the present date.
4. All prospectus' related to the sale or transfer of my note, deed of trust, mortgage and servicing rights or other similar agreement related to any assignment, purchase or sale of my mortgage loan or servicing rights by you, any broker, affiliate company, parent company, servicers, bank, government sponsored enterprise, sub-servicers, mortgage broker, mortgage banker or any holder of any right related to my mortgage, promissory note and deed of trust from the inception of my loan to the present date.
5. All assignments, transfers, alonges, or other document evidencing a transfer, sale or assignment of my mortgage, deed of trust, promissory note or other document that secures payment by me to my obligation in this account from the inception of my loan to the present date.
6. All deeds in lieu, modifications to my mortgage, promissory note or deed of trust from the inception of my loan to the present date.
7. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicer of my account for payment of any monthly payment, other payment, escrow charge, fee or expense on my account.

Ralph Armondo Ronda QWR Request

8. All escrow analyses conducted on my account from the inception of my loan until the date of this letter;
9. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
10. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by me or by others on my account.
11. All letters, statements and documents sent to me by your company;
12. All letters, statements and documents sent to me by agents, attorneys or representatives of your company;
13. All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your loan file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicer, servicer, attorney or other representative of your company.
14. All letters, statements and documents contained in my loan file or imaged by you, any servicer or sub-servicers of my mortgage from the inception of my loan to present date.
15. All electronic transfers, assignments, sales of my note, mortgage, deed of trust or other security instrument.
16. All copies of property inspection reports, appraisals, BPOs and reports done on my property.
17. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
18. All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
19. All agreements, contracts and understandings with vendors that have been paid for any charge on my account from the inception of my loan to the present date.
20. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of my loan from the inception of my loan until present date?

21. All loan servicing "transaction" records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of my loan until present date?

Further, in order to conduct the audit and review of my account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of my mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below.

LOAN ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for me each loan accounting and servicing system used by you and any sub-servicer or previous servicer from the inception of my loan to the present date?
- 2) For each loan accounting and servicing system identified by you and any sub-servicer or previous servicer from the inception of my loan to the present date, please provide the name and address of the company or party that designed and sold the system?
- 3) For each loan accounting and servicing system used by you and any sub-servicer or previous servicer from the inception of my loan to the present date, please provide the complete transaction code list for each system.

DEBITS & CREDITS

- 1) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on my account and the date such credit was posted to my account as well as the date any credit was received.
- 2) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on my account and the date such credit was posted to my account as well as the date any debit was received.
- 3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?
- 4) For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

MORTGAGE & ASSIGNMENTS

- 1) Has each sale, transfer or assignment of my mortgage or promissory note or any other instrument I executed to secure my debt been recorded in the county property records in the county and state in which my property is located from the inception of my loan to the present date? Yes or No?
- 2) If no, why?

- 3) Have any sales, transfers or assignments of my mortgage or promissory note or any other instrument I executed to secure my debt been recorded in any electronic fashion such as MERS or other internal or external system from the inception of my loan to the present date? Yes or No?
- 4) If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I executed securing the obligation on my account that was not recorded in the county records where my property is located.

ATTORNEY FEES

- 1) For purposes of my questions below dealing with attorney fees, please consider the terms "attorney fees" and "legal fees" to be one in the same.
- 2) Have attorney fees ever been assessed to my account from the inception of my loan to the present date?
- 3) If yes, please detail each separate assessment of attorney fees to my account from the inception of my loan to the present date and the date of such assessment to my account?
- 4) Have attorney fees ever been charged to my account from the inception of my loan to the present date?
- 5) If yes, please detail each separate charge of attorney fees to my account from the inception of my loan to the present date and the date of such charge to my account?
- 6) Have attorney fees ever been collected from my account from the inception of my loan to the present date?
- 7) If yes, please detail each separate collection of attorney fees from my account from the inception of my loan to the present date and the date of such collection from my account?
- 8) Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to my account from the inception of my loan to the present date?
- 9) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of attorney fees?
- 10) Please detail and list for me in writing each separate attorney fee assessed to my account and for which corresponding payment period or month such late fee was assessed from the inception of my loan to present date.

Ralph Armondo Ronda QWR Request

- 11) Please detail and list for me in writing each separate attorney fee collected from my account and for which corresponding payment period or month such late fee was collected from the inception of my loan to present date.
- 12) Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 13) Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.
- 14) Has interest been charged on any attorney fee assessed or charged to my account? Yes or No?
- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to my account? Yes or No?
- 16) How much in total attorney fees have been assessed to my account from the inception of my loan until present date? \$ _____
- 17) How much in total attorney fees have been collected on my account from the inception of my loan until present date? \$ _____

SUSPENSE/UNAPPLIED ACCOUNTS

- 1) For purposes of this section, please treat the term "suspense account" and "unapplied account" as one in the same.
- 2) Has there been any suspense or unapplied account transactions on my account from the inception of my loan until present date?
- 3) If yes, why? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- 4) In a spreadsheet or in letterform in a columnar format, please detail for me each and every transaction, both debits and credits that has occurred on my account from the inception of my loan until present date?

LATE FEES

- 1) For purposes of my questions below dealing with late fees, please consider the terms "late fees" and "late charges" to be one in the same.
- 2) Have you reported the collection of late fees on my account as interest in any statement to me or to the IRS? Yes or No?

Ralph Armondo Ronda QWR Request

- 3) Has any previous servicer or sub-servicer of my mortgage reported the collection of late fees on my account as interest in any statement to me or to the IRS? Yes or No?
- 4) Do you consider the payment of late fees as liquidated damages to you for not receiving my payment on time? Yes or No?
- 5) Are late fees considered interest? Yes or No?
- 6) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- 7) Were any of these expenses or damages charged or assessed to my account in any other way? Yes or No?
- 8) If yes, please describe what expenses or charges were charged or assessed to my account?
- 9) Please describe for me in writing what expenses you or others undertook due to any payment I made which was late?
- 10) Please describe for me in writing what damages you or others undertook due to any payment I made which was late?
- 11) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of late fees?
- 12) Please detail and list for me in writing each separate late fee assessed to my account and for which corresponding payment period or month such late fee was assessed from the inception of my loan to present date.
- 13) Please detail and list for me in writing each separate late fee collected from my account and for which corresponding payment period or month such late fee was collected from the inception of my loan to present date.
- 14) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 15) Please detail and list for me in writing any adjustments in late fees collected and on what date such adjustment was made and the reasons for such adjustment.
- 16) Has interest been charged on any late fee assessed or charged to my account? Yes or No?
- 17) Is interest allowed to be assessed or charged on late fees charged or assessed to my account? Yes or No?
- 18) Have any late charges been assessed to my account? Yes or No?

19) If yes, how much in total late charges have been assessed to my account from the inception of my loan until present date? \$ _____

20) Please provide me with the exact months or payment dates you or other previous servicers of my account claim I have been late with a payment from the inception of my loan to the present date.

21) Have late charges been collected on my account from the inception of my loan until present date? Yes or No?

22) If yes, how much in total late charges have been collected on my account from the inception of my loan until present date? \$ _____

PROPERTY INSPECTIONS

1) For purposes of this section "property inspection" and "inspection fee" refer to any inspection of my property by any source and any related fee or expense charged for such inspection.

2) Have any property inspections been conducted on my property from the inception of my loan until the present date?

3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?

4) If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for my mortgage, deed or note?

5) Please tell me the price charged for each property inspection?

6) Please tell me the date of each property inspection?

7) Please tell me the name and address of each company and person who conducted each property inspection on my property?

8) Please tell me why property inspections were conducted on my property?

9) Please tell me how property inspections are beneficial to me.

10) Please tell me how property inspections are protective of my property.

11) Please explain to me your policy on property inspections.

12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?

- 13) If yes, why?
- 14) Do you use property inspections to collect debts? Yes or No?
- 15) Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe?
- 16) If yes, please answer when and why?
- 17) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of property inspection fees?
- 18) Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No?
- 19) If yes, why?
- 20) Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
- 21) If yes, why?
- 22) Please detail and list for me in writing each separate inspection fee assessed to my account and for which corresponding payment period or month such fee was assessed from the inception of my loan to present date.
- 23) Please detail and list for me in writing each separate inspection fee collected from my account and for which corresponding payment period or month such fee was collected from the inception of my loan to present date.
- 24) Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 25) Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
- 26) Has interest been charged on any inspection fees assessed or charged to my account? Yes or No?
- 27) If yes, when and how much was charged?
- 28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to my account? Yes or No?

Ralph Armondo Ronda QWR Request

- 29) How much in total inspection fees have been assessed to my account from the inception of my loan until present date? \$ _____
- 30) How much in total inspection fee have been collected on my account from the inception of my loan until present date? \$ _____

BPO FEES

- 1) Have any BPOs [Broker's Price Opinions] been conducted on my property?
- 2) If yes, please tell me the date of each BPO conducted on my property that is the secured interest for my mortgage, deed or note?
- 3) Please tell me the price of each BPO?
- 4) Please tell me who conducted each BPO?
- 5) Please tell me why BPOs were conducted on my property
- 6) Please tell me how BPOs are beneficial to me.
- 7) Please tell me how BPOs are protective of my property.
- 8) Please explain to me your policy on BPOs.
- 9) Have any BPO fees been assessed to my account? Yes or No?
- 10) If yes, how much in total BPO fees have been assessed to my account? \$ _____
- 11) Have any BPO fees been charged to my account? Yes or No?
- 12) If yes, how much in total BPO fees have been charged to my account? \$ _____
- 13) Please tell me specifically what clause, paragraph and sentence in my note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question:

Ralph Armondo Ronda QWR Request

In addition, I need the following answers to questions concerning the servicing of my mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

- 1) Did the originator of my loan have any financing agreements or contracts with your company?
- 2) Did the originator of my loan have a warehouse loan agreement or contract with your company?
- 3) Did the originator of my loan receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering my loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of my loan by your company or any affiliate.
- 4) Please identify for me where the originals of my entire loan file are currently located and how they are being stored, kept and protected?
- 5) Where is the "original" promissory note or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 6) Where is the "original" deed of trust I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 7) Since the inception of my loan, has there been any assignment of my promissory note or mortgage to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
- 8) Since the inception of my loan, has there been any assignment of my deed of trust to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.
- 9) Since the inception of my loan, has there been any sale or assignment of servicing rights to my mortgage loan to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.
- 10) Since the inception of my loan, has any sub-servicer serviced any portion of my mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced my mortgage loan.
- 11) Has my mortgage loan been made a part of any mortgage pool since the inception of my loan? If yes, please identify for me each and every loan mortgage pool that my mortgage has been a part of from the inception of my loan to the present date.

Ralph Armondo Ronda QWR Request

- 12) Has each and every assignment of my mortgage or promissory note been recorded in the county land records where the property associated with my mortgage loan is located?
- 13) Has there been any "electronic" assignment of my mortgage with MERS or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual,
- 14) Have there been any "investors" who have participated in any mortgage backed security, collateral mortgage obligation or other mortgage security instrument that my mortgage loan has ever been a part of from the inception of my mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization or
- 15) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to my loan from its inception to the current date written above.
- 16) Please provide me with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to my loan from its inception to the current date written above.

Please provide me with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, request for accounting and legal records, Dispute of Debt letter is being sent to HUD, all relevant state and federal regulators; local predatory lending task forces; other consumer advocates; my congressman and various class action law firms and lawyers referred to me.

It is my hope that you can answer my questions, document and validate my debt to the penny and correct and make right any errors uncovered.

Sincerely,


RALPH ARMONDO RONDA

Copies to:
Counseling Agency
Pennsylvania Department of Banking
17 N Second St., Suite 1300, Harrisburg, PA 17101
U. S. Department of Housing & Urban Development
U.S. Congressman John Mica

Certified Mail Number: 70133020 00014695 3770

RALPH ARMONDO RONDA
618 N GLENDORA AVE #3, COVINA CA 91724

**WARNING – RESPA QUALIFIED WRITTEN REQUEST/DISPUTE OF DEBT
NOTICE AND DEMAND FOR FULL DISCLOSURE**

WELLS FARGO, N.A.
One Home Campus
MAC #x2302-02G
Des Moines, IA 50328

05/15/2014

Loan # 0259926624

Borrower Name(s): Ralph Armondo Ronda

Property Address: 618 N GLENDORA AVE., #3, COVINA CA 91724

RE: RESPA Qualified Written Request, Complaint, and Dispute of Debt and Validation of Debt Letter

Dear CEO: Wells Fargo Bank
To Whom It May Concern:

Please be advised that I am disputing this "Loan." My reasons for disputing this loan is based on a forensic review of documents associated with the "Loan" as well as alleged fraudulent documents recorded with the land recording office and you as the servicer's legal right to service this "Loan."

Pursuant to Federal and State laws and regulations [C.F.R. 12 Section 226.17(b)], Title 5 USC 552 (b) (4) and admissions Rule 36, counterclaim Civil Rule 13, the alleged borrower, is hereby giving the alleged "Lender," True Holder of the Note/Wells Fargo Bank, Trustee for the Certificate Holders, Notice and Demand for Full Disclosure of the terms and execution of the alleged "Loan." Please mail to my attention certified and verified copies for the alleged borrower the following documents within 21 days of receiving this notice:

1. I demand production of FR 2046, 2049, and 2099 Balance Sheets, required by 12 U.S.C. § 248((a)(2) and (i) and 347(b) and selected Balance Sheet Items for Discount Window Borrowers.

As explained in the Federal Reserve Banks' summaries as well as prescribed by 10B of the Federal Reserve Act. 5 U.S.C. 552(b)(4).

2. I demand production of the Report of Transaction Deposits, Other Deposits and Vault Cash (FR 2900; OMB No. 7100-0087).

3. I demand production of the IRS 1099 OID, FASB 95 Statement of Cash flows and balance sheet to classify cash receipts and payments based on where derived; each area fully defined.
4. I demand production of the FASB 133 and amendment 161, to expose where GAAP deviates and exposes the fraud.
5. I demand production of the FASB 140, which will demonstrate Accounting for Transfers & Servicing of Financial Assets & Extinguishment of Liabilities.
6. I demand production of FASB 166 which is also accounting for Transfers of financial Assets and will be handled by our expert CPA witness.
7. I demand production of FASB 46, which tightens the criteria of off-balance sheet treatment for SPV's.
8. I demand the implementation of IAS 32, 39 and IFRS 7, which covers the disclosure and presentation of financial instruments, and the consolidation of most SPV's balance sheets into the balance sheet of the originator.
9. I demand production of SEC Forms 424A through 424B8, covering the required filings of prospectuses; full discussion and disclosure about specific offering; anticipated performance of the pools and tranches; loan to value ratios and appraised values.
10. I demand production of the S3 registration statement regarding the sale of the note.
11. I demand production of all accounting regards the sale of the note be made available.
12. I demand the accounting records showing the establishment on the books and records of the originator, and any assignees, of a loan receivable together with the name and address of the bookkeeper and the auditing firm for that entity.
13. I demand to see the documentation, correspondence and all other communications between the originator and the closing agent and between each "assignor" and "assignee".
14. I demand production of the terms of repayment agreed upon with the institutional investors that purchased mortgage bonds to which the borrower was NOT a party.

15. I demand production of all accounting documents to show they adhered to GAAP, FASB, IASB, UNICITRAL, and all parties involved in the transaction from the notaries, certifying officers be listed.

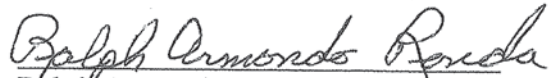
16. I demand production of who processed the paperwork, what were their qualifications, were they an employee of the lender or who did work for?

17. I demand production of the stamps on the allonge in question and where did they come from, who issued them.

This is the alleged borrower's good faith attempts to clear up any and all confusion or points of contention in this instant matter.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL / NOTICE TO PRINCIPAL IS NOTICE
TO AGENT

Respectively submitted reserving all rights without prejudice,


Ralph Armondo Ronda - Creditor

Cc: Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

Office of the Comptroller of the Currency
Office of Thrift Spending
Customer Assistance Group
1301 McKinney Street
Suite 3450
Houston, TX 77010

Government National
Mortgage Assoc.
451 Seventh Street SW
Washington, DC 20410

National Association of
Consumer Advocates
1730 Rhode Island Ave.
NW, Ste. 710
Washington, DC 20036



Moorish Americans

Aboriginal and Indigenous Natural Peoples of Northwest Amexem
Northwest Africa / North America / 'The North Gate'

Registered Mail Number: 70140150000088535957

Writ in the Nature of Discovery and Disclosure

From: RALPH ARMONDO RONDA
618 N GLENDORA AVE #3, COVINA CA 91724

Account Number: 0259926624

Date of Discovery and Disclosure: June 3, 2014

To: WELLS FARGO BANK
One Home Campus
MAC #x2302-02G
Des Moines, IA 50328

Mailing Date: June 3, 2014

Please mail or deliver to the Borrower RALPH ARMONDO RONDA, the following evidence: Produce the Originals or Certified and Verified Official Copies of the Original Loan with Title Page-Related Documents(papers electronic and E-mails, etc.,) as stipulated by law. All of these Loan-related instruments adversely affect the associated 'Case' Number UDRS1102774. WELLS FARGO BANK or its Assigns are 'Requested' to schedule a timely Meeting and opportunity for me, my Consul, and / or my CPA to make a thorough Physical Inspection of the following Loan – related Documents, so as to enable the Borrower and his or her Consul, or CPA to physically Examine; to Verify' to Confirm; and to Witness the same for the Record.

This is a Lawful Demand and Request, and is hereby issued under the 'Rules of Discovery' and forwarded to WELLS FARGO BANK or its Assigns, according to Law and the 'Disclosure Rules'. This Request is forwarded to WELLS FARGO BANK, its Agency Personnel, and its Assigns; giving them Notice, and to inform them to set and arrange for a timely Meeting. The borrower will have witnesses present. The Meeting shall be set and concluded to effectuate the above – stated Physical Examinations and Witnessing of the requested Documents; with the same being orderly arranged, satisfied and concluded within Twenty – One (21) Days of the Receipt of this 'Notice of Discovery and Disclosure'.

WELLS FARGO BANK and its Representatives or its Assigns are requested, 'For The Record' to produce the following Records, Information and Documents related to the Loan, noted with the Account Number 0259926624; and the related Case Number

UDRS1102774, which is in controversy which include but not limited to, lack of standing, fraud, breach of contract. The Discovery is to include of all the interdependent, inter-related, and associated Instruments attached thereto, and covering all the associated files from the initiation of the Loan up and unto the present:

1. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the 'Original Promissory Note' as lawful proof and evidence (exposing the front and the back) and marked with the Account Number 0259926624, with clear signatures and evidence associated with the **Original Loan**, indicating the exchange of **Substance** or **Specie** alleged to have been issued from your BANK / Agency or Persons and given to the Borrower RALPH ARMONDO RONDA.
2. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce any 'Allonge'; any 'Bill of Exchange'; and any other 'Promissory Note' (exposing the front and the back) complete with any 'Affixations' or 'Allocations' attached to the original 'Borrower's Promissory Note' and used for 'Endorsements'.
3. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce all **Bookkeeping Journal Entries** associated with the **Loan** bearing the Account Number 0259926624, and given to the Borrower Attribute. Include the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s) and / or Surety Holders.
4. WELLS FARGO BANK and its assigns are hereby Requested to produce and to reveal the 'Deed of Trust' associated with the **Original Loan** issued from your Bank / Agency / Company / or Representatives(s); and reveal all other notes related in any way to the Borrower RALPH ARMONDO RONDA.
5. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce evidence of the 'Insurance Policy' that was put in place on or against the Borrower's 'Promissory Note' and associated with the **Loan** bearing the Account Number 0259926624.
6. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce all 'Call Reports' and any other related 'Notes' or instruments made or constructed for the entire period covering the **Loan**.
7. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce evidence of the original 'Deposit Slip' issued for the **Deposit** of the Borrower's 'Promissory Note' associated with the **Loan**.
8. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the 'Original Order' authorizing the withdrawal or **Funds** from the Borrower's 'Promissory Note' Deposit Account.

9. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the 'Account Number' and source from which the money came to 'Fund' the original 'Check' given to the 'Borrower'.
10. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce 'Verification' evidence, and proof that the Borrower's 'Promissory Note' was a 'Gift' to the Lender' from the Borrower; and that the same was disclosed to the Borrower RALPH ARMONDO RONDA.
11. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the full and complete 'Name' and the 'Address' of the current 'Holder' of the Borrower's 'Promissory Note' associated with the Loan.
12. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the full and complete 'Names' and the 'Addresses' of the 'Lender's CPA and 'Auditor' or any holder or record - keeper for the entire period covering the Execution of the Mortgage or Loan.
13. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the FR 2046, 2049, and 2099 Balance Sheets, required by 12 U.S.C. § 248((a)(2) and (i) and 347(b) and selected Balance Sheet Items for Discount Window Borrowers. As explained in the Federal Reserve Banks' summaries as well as prescribed by 10B of the Federal Reserve Act. 5 U.S.C. 552(b)(4).
14. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the Report of Transaction Deposits, Other Deposits and Vault Cash (FR 2900; OMB No. 7100-0087).
15. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the IRS 1099 OID, FASB 95 Statement of Cash flows and balance sheet to classify cash receipts and payments based on where derived; each area fully defined.
16. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the FASB 133 and amendment 161, to expose where GAAP deviates and exposes the fraud.
17. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the FASB 140, which will demonstrate Accounting for Transfers & Servicing of Financial Assets & Extinguishment of Liabilities.
18. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce FASB 166 which is also accounting for Transfers of financial Assets and will be handled by our expert CPA witness.
19. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce FASB 46, which tightens the criteria of off-balance sheet treatment for SPV's.

20. I demand the implementation of IAS 32, 39 and IFRS 7, which covers the disclosure and presentation of financial instruments, and the consolidation of most SPV's balance sheets into the balance sheet of the originator.
21. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce SEC Forms 424A through 424B8, covering the required filings of prospectuses; full discussion and disclosure about specific offering; anticipated performance of the pools and tranches; loan to value ratios and appraised values.
22. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the S3 registration statement regarding the sale of the note.
23. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce all accounting regards the sale of the note be made available.
24. I demand the accounting records showing the establishment on the books and records of the originator, and any assignees, of a loan receivable together with the name and address of the bookkeeper and the auditing firm for that entity.
25. I demand to see the documentation, correspondence and all other communications between the originator and the closing agent and between each "assignor" and "assignee".
26. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce the terms of repayment agreed upon with the institutional investors that purchased mortgage bonds to which the borrower was NOT a party.
27. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce all accounting documents to show they adhered to GAAP, FASB, IASB, UNICITRAL, and all parties involved in the transaction from the notaries, certifying officers be listed.
28. WELLS FARGO BANK or its Assigns are hereby 'Requested' to produce who processed the paperwork, what were their qualifications, were they an employee of the lender or who did work for?

This Writ shall stand as firm and 'Lawful Evidence' of the Borrower's exercising his or her 'due process' right to **Discovery and Disclosure**; and establishes 'For The Record' and honorable and 'Good Faith' attempt on his or her part to clear up any flawed entries; any **insensate misrepresentations**; or any other mis-prints, mistakes, or **confusion** concerning his or her intent to make clear, unvarnished, and corrective **resolutions** in this **Loan or Mortgage Foreclosure** matter, before accepting any vague assumptions, and before taking any further actions.

I RALPH ARMONDO RONDA., am prepared to meet with you, or your authorized Bank, Company Representative(s), or Assigns forthwith. I will have attentive **Consul / Council** and **Witnesses** present, **for the Record**. WELLS FARGO BANK and its Representatives(s) or its Assigns have claimed to be a 'Secured Party-of-Interest' in

the 'Loan Account' Number, 0259926624 and the associated Case Number UDRS1102774.

Therefore the requisite, obligatory, documented and preserved records of the same are required by law to have been placed in 'Evidence' by the Bank or its Assigns in order to lawfully initiate any court 'Action'. Proof and documented evidence of that same evidence is also hereby formally requested.

A failure or any avoidance or complete answers by your Bank, Company, or Loan Officer(s) of WELLS FARGO BANK or its Assigns to '**Respond**' to this lawful Writ,; and a failure to responsibly answer all 28 of the clearly – specified, Loan – related requests herein listed, will be considered an affirmation that your Bank or Company Representative(s) have '**No Interest**' and '**No Claims**' in the Loan matter at hand. WELLS FARGO BANK or Company Representatives are required to answer this Writ / Request completely; and are to complete and return the same within the allotted twenty one (21) days of Receipt of this lawful '**Writ in the Nature of Discovery and Disclosure**'.

Any acts of diversion, redirection, or an incomplete or non-answer Response will be considered as an affirmation of disingenuous intent. And the said failure of Response to any or all of the specific twenty-eight (28) above – noted issues shall constitute willful '**Non-Disclosure**' and **Default**. Such a failure of full Response will be deemed a '**Dishonor**' and a non-answer of this Notice and Demand for **Discovery and Disclosure**; voiding all and any claims made by WELLS FARGO BANK or by its Representatives, Agents or Assigns.

Since the said trust property (i.e. "The Promissory Note and all associated payments subsequently tendered") has been deposited into your institution, the said Constructive Trust, hereby invoked, attaches to said Account Number and said debt created by said deposit (Langford v. Shaumberger, 392 F 2d 939 (5th Cir. 1968). Additionally, this also applies to all third parties (National City Bank of New York v. Waggoneer, 230 A. D. 88, 243, N.Y.S. 2999 (1st Dept 1930), aff'd, 255 N.Y. 527, 175 N.E. 298 (1930)). This said debt created by the said deposit, is hereby to be considered an advancement of my beneficial interest in said trust, and will act as an offset and be chargeable against all unreceived shares, derivatives, and distributions due me as Grantor/Beneficiary (Cook v. Cook, 177 Cal. App. 4th 1436 99 Cal. Rptr. 3d 913 (2d Dist 2009), review denied (Dec. 17, 2009)).

Notice is hereby given to WELLS FARGO BANK agents, agents, MERGERS, EMPLOYEES, SUCCESSORS, TRUSTEES, ADMINSTRATORS and/or assigns, to cease and desist all communications, collection activities, transmissions by mail, courier, process servers, personal delivery, private delivery, visitation of neighbors, contact and communication with family members, tenants, in regards to this private trust relationship hereby established in this declaration of trust, pursuant to, 15 U.S.C. 1692 (c).

Furthermore, if any Insurance Claims have been made in relation to said special deposit, I am entitled to any and all proceeds from said claim on my behalf and this Document will

serve as a demand for accounting and tracing of the trust property and/or trust funds related to said special deposit.

You have twenty-one (21) days to provide me with a verified Statement of Accounting for all shares, derivatives, and distributions, due to me as Grantor/Beneficiary, and a zero account statement, reflecting proper offset of said debt created by said deposit. If you do not answer or respond within the above prescribed time, WELLS FARGO BANK agents, MERGERS, EMPLOYEES, SUCCESSORS, TRUSTEES, ADMINSTRATORS and/or assigns, tacitly consents and agrees to allow me as Grantor/Beneficiary to sign on your behalf and affect the recordation of the release of any and all liens from the land records in the Office of the County Recorder of said /County. And WELLS FARGO BANK agents, MERGERS, EMPLOYEES, SUCCESSORS, TRUSTEES, ADMINSTRATORS and/or assigns and waiver of all claims, and a confession of judgment by WELLS FARGO BANK agents, MERGERS, EMPLOYEES, SUCCESSORS, TRUSTEES, ADMINSTRATORS and/or assigns for misappropriation and comingling of trust funds, property and assets. Additionally, WELLS FARGO BANK agents, MERGERS, EMPLOYEES, SUCCESSORS, TRUSTEES, ADMINSTRATORS and/or assigns tacitly consent and agree to allow affiant to enter a Complaint if they fail to offer a settlement.

This said Legal Notice to Principal is a Legal Notice to Agent; and this Legal Notice to Agent is a Legal Notice to Principal.

Sincerely Yours,

I Am: Ralph Armando Ronda
Name: Natural Person, In Propria Persona, Authorized Representative.
All Rights Reserved

Witness: Renee Boyd Bencher
Name: Natural Person, In Propria Persona, Authorized Representative.
All Rights Reserved

Witness: Carol Barkdale
Name: Natural Person, In Propria Persona, Authorized Representative.
All Rights Reserved

Attention Charlie Reese, c/o Wells Fargo,

June 9, 2014

Ref #: 708-0259926624

In answer to the correspondence May 30, 2014; RESOLUTION

~~As per Title 5 USC 552(b)(4) OMB #'S Privacy Act and CA Code Of Civil Procedure Section 2033.010-2033.080 the information I demand of you is public information that I have a right to receive. What I demand from you in the QWR and the Writ, are specific forms including but not limited to those listed below:~~

Regarding my loan:

FR 2046, 2049 balance sheet

FAS 95 STATEMENT OF CASHFLOWS

IRS 1099 OID

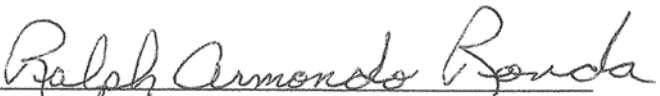
Form 10-K

S-3/A registration statement

424-B5 prospectus

RC-S & RC-B Call Schedules

You presently stand in dishonor on the QWRs I sent you, and now risk default on the Writ. Should you fail to deliver the requested materials, I will demand an injunction for release of lien, and all claims to a loan, note and property.


Ralph Armondo Ronda - Creditor

Attention Charlie Reese, c/o Wells Fargo,

June 11, 2014

Ref #: 708-0259926624

In answer to the correspondence May 30, 2014; RESOLUTION

As per Title 5 USC 552(b)(4) OMB #'S Privacy Act and CA Code Of Civil Procedure Section 2033.010-2033.080 the information I demand of you is public information that I have a right to receive. What I demand from you in the QWR and the Writ, are specific forms including but not limited to those listed below:

Regarding my loan:

FR 2046, 2049 balance sheet

FAS 95 STATEMENT OF CASHFLOWS

IRS 1099 OID

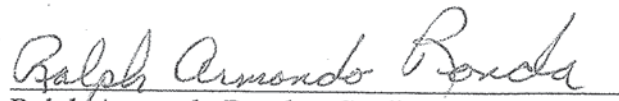
Form 10-K

S-3/A registration statement

424-B5 prospectus

RC-S & RC-B Call Schedules

You presently stand in dishonor on the QWRs I sent you, and now risk default on the Writ. Under Civil Rule 36 you have admitted by non-response. Should you fail to deliver the requested materials, I will demand an injunction for release of lien, and all claims to a loan, note and property.


Ralph Armondo Ronda - Creditor



Moorish Americans

Aboriginal and Indigenous Natural Peoples of Northwest Amexem
Northwest Africa / North America / 'The North Gate'

Certified Mail Number: 70140150000088535940

Attention Nick Brustad c/o Wells Fargo

August 26, 2014

Ref#:708-0259926624

As per Title 5 USC 552(b)(4) OMB #S Privacy Act and CA Code Of Civil Procedure Section 2033.010-2033.080 the information I demand of you is public information that I have a right to receive. What I demand from you in the QWRs and Writ, are specific forms including but not limited to those listed below:

Regarding my loan:

FR 2046, 2049 balance sheet

FAS 95 STATEMENT OF CASHFLOWS

IRS 1099 OID

Form 10-K

S-3/A registration statement

424-B5 prospectus

RC-S & RC-B Call Schedules

You now stand in DEFAULT AND DISHONOR on the QWRs and Writ, I sent you. Under Civil Rule 36 YOU HAVE ADMITTED BY NON-RESPONSE. Since you failed to deliver the requested materials, all contracts and agreements by adhesion or otherwise, except for the Promissory Note, are officially RESCINDED. I demand an injunction for release of lien, and all claims to a loan, note and property and a return of all funds.


Ralph Armando Ronda - Creditor

Ralph Ronda
618 N. Glendora Ave #3
Covina CA 91724

Certified Mail #: 70123050000198087920

GOOD-FAITH OFFER TO PAY
THE TOTAL AMOUNT DUE

April 19, 2013

To all related lenders, servicers, and trustees
c/o the President and CEO of:
WELLS FARGO
P.O. Box 9030
Temecula, CA 92589-9039

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

Re: Account #: 0259926624

To all related lenders, servicers, and trustees, c/o the President and CEO of WELLS FARGO CO., I, the undersigned, Ralph Ronda, hereby makes this good-faith OFFER TO PAY THE TOTAL AMOUNT DUE.

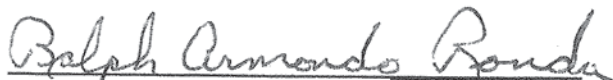
Due to the large amount of cash involved, and the need for accuracy, I reasonably need an itemized and Verified PAYOFF STATEMENT, including any and all, principal, interest, taxes, insurance, late fees, penalties, escrow fees, and/or other charges actually due and payable on a future date set certain.

I also need the actual street address wherein I can bring the total amount of cash due, to exchange for my original Trust Deed or Mortgage and Promissory Note in order to lawfully complete and finalize this transaction.

If this final transaction is to be held at a third-party escrow company, I will also need to know their name, address, and phone number to be able to fulfill my part of the obligation in this good-faith final transaction.

I am also requesting that this material information be presented to me within a reasonable ten (10) days as time is of the essence.

Sincerely,


Ralph Armando Ronda

OFFER TO PAY THE TOTAL AMOUNT DUE

Ralph Ronda
618 N. Glendora Ave #3
Covina CA 91724

Certified Mail #: 7012 3050 0001 9808 7876

GOOD-FAITH OFFER TO PAY
THE TOTAL AMOUNT DUE

April 21, 2013
To all related lenders, servicers, and trustees
c/o the President and CEO of:
WELLS FARGO
P.O. Box 9030
Temecula, CA 92589-9039

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

Re: Account #: 0259926624

To all related lenders, servicers, and trustees, c/o the President and CEO of WELLS FARGO CO., I, the undersigned, Ralph Ronda, hereby makes this good-faith OFFER TO PAY THE TOTAL AMOUNT DUE.

Under the American laws of Presentment, I am hereby presenting you with my DUE PROCESS NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

Due to the large amount of cash involved, and the need for accuracy, this new Good-Faith OFFER TO PAY THE TOTAL AMOUNT DUE, is lawfully made with the reasonable condition of your Presentment to the undersigned, of an itemized and Verified PAYOFF STATEMENT, including any and all, principal, interest, taxes, insurance, late fees, penalties, escrow fees, and/or other charges actually due and payable on a future date set certain.

Again, I also sincerely believe that I have a right to see court admissible evidence that would prove that all Trust Deed and Promissory Note transfers from the original lender to the last purchaser were lawfully endorsed as required by law, rendering the last purchaser as the "holder in due course," and not merely a "holder," and thus has lawful standing to foreclose.

Again, I also need the actual street address wherein I can bring the total amount of cash due, to exchange for my original Trust Deed or Mortgage and Promissory Note

OFFER TO PAY THE TOTAL AMOUNT DUE

in order to lawfully complete and finalize this transaction.

Again, if this final transaction is to be held at a third-party escrow company, I will also need to know their name, address, and phone number to be able to fulfill my part of the obligation in this good-faith final transaction.

Again, I am also requesting that this material information be presented to me within a reasonable ten (10) days as time is of the essence.

Sincerely,

Ralph Armondo Ronda
Ralph Armondo Ronda

Ralph Ronda
618 N. Glendora Ave #3
Covina CA 91724

Certified Mail #: 7012 3050 0001 9808 8019

GOOD-FAITH OFFER TO PAY
THE TOTAL AMOUNT DUE

May 21, 2013

To all related lenders, servicers, and trustees
c/o the President and CEO of:
WELLS FARGO
P.O. Box 9030
Temecula, CA 92589-9039

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

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OFFER TO PAY THE TOTAL AMOUNT DUE

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Again, I am also requesting that this material information be presented to me within a reasonable ten (10) days as time is of the essence.

Sincerely,

Ralph Armondo Ronda
Ralph Armondo Ronda

DATE: September 2, 2014

United States Postal Service
Certified Mail Number 7013 1090 0001 3682 2548
Invoice Number: RAR- 0048-001

FROM: **Ralph Armondo Ronda,**

C/O RALPH ARMONDO RONDA,

618 N. Glendora Ave #3, Covina CA 91724

TO: WELLS FARGO BANK ONE HOME CAMPUS
ATTN: Shanti Posani
MAC #: X2302-02G
DES MOINES, IA 50328

CC: Charlie Reese

Re: NOTICE OF MISTAKE;
REQUEST FOR ASSISTANCE / CORRECTION

Ref.: MORTGAGE #: 0259926624. Instrument # 20081733114

Attachments:

1. QWR
2. Default Notice Re: Writ in the Nature of Discovery
3. Letter to WELLS FARGO

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Ms. Shanti Posani,

After performing diligent search for verification of information gleaned from the World Wide Web, the below has been found. All information herein or herewith is drawn from sources, as cited, of integrity. Verification comes from statements issued by The United States, STATE of California, their regulatory agencies and manuals; and from government and private instrumentalities. With those sources in mind certain conclusions appear which ARE stated as personal legal determinations. Further, your duty to produce documents is required by law. You will find certain forms referenced herein or herewith showing the final basis for the conclusions. Failure to disclose as demanded herein is a felony, violation of law when there is a known legal duty to speak or act. **It is a fact that fraud cancels all obligations from the beginning.**

The request for assistance is based on mistakes. Since mistakes on both sides of the contracts, or, presumptive contracts, more likely are apparent, it is believed that working together will solve the issues herein and herewith. Therefore, it is formally requested that assistance be provided by Ms. Posani of WELLS FARGO and all its agents or employees in closing the matters timely and quickly.

Appendix A is the OVERVIEW of what we discovered that the bank has done with the NOTE, that the fact is the NOTE is my promise to pay; ORANGE COAST TITLE, hereafter referred to as OCT or as the **Alleged Bank (or) Bank/Lender**, has monetized my NOTE and turned it into a cash item, and used the

Deed of Trust as security for the NOTE. As a result, the Alleged Bank/Lender did not loan its own assets, it loaned credit, a FRAUD, FRAUD IN THE INDUCEMENT, FAILURE OF CONSIDERATION, CONSTRUCTIVE FRAUD, done in CONSPIRACY, an utterly void and without value transaction. All of this is supported and shown by escrow documents as detailed under Appendix B. Appendix C will show the core issues that there is no contract with the Alleged Bank, and will also show the reasons that there is no standing or capacity for the Alleged Bank to attach or attempt to attach my property; which leads to my conclusion that the Alleged Bank had no entitlement, no legal protections without the production of the contract exhibiting all the necessary requirements of a contract by operation of law.

No contract, no standing.

No standing, no claim.

No claim, no defense.

If at any time you find error in this presentment, it is formally, under contract and trust terms, requested that statement exposing such be disclosed. As a layman at law, the legal determinations herein are of a personal, private nature and Alleged Bank is required to hold this privacy unless consent is given to disclose this instrument to anyone.

As these matters are very, very, serious for all parties, it is believed that cooperation in closing out the issues is paramount.

This letter is my act of good faith to correct mistakes.

This letter offers release for what could be found to be illegal acts.

This letter provides opportunity for all parties to alleged mortgage # 0259926624.

Failure by Alleged Bank to act will be recorded as fact showing intent to deceive, fraud, conversion and other felonies by bank officers. This is simply because the corporation, Alleged Bank, is incapable of felony as it is merely a piece of paper.

SYNOPSIS

I made mistakes in relying on certain acts by Danielle Abundis and OCT. My reliance was done in contact with professionals operating the mortgage/bank systems. In short, my reliance was induced under professional standard, in our expectation of good faith and clean hands. Since I discovered these errors, a choice to believe said errors are founded on mistakes is foundational for this instrument.

In the event Danielle Abundis and OCT chooses to assist in correction of these mistakes, the following will make me whole and exhibit clean hands by WELLS FARGO :

1. The Deed of Trust is cleared of any claim by WELLS FARGO with the transfer of clean title back to Ralph-Armondo; Ronda.

2. The cash/current funds expended during purchase of 618 N. Glendora Ave #3, Covina CA 91724, including of all outlays and payments is to be reimbursed by inclusive: WELLS FARGO BANK/ ORANGE COAST TITLE /MERISCOPE, and other unknowns.

3. I will issue a new 1099 OID for the full value of the purchase price and all expenses in favor of OCT inclusive, with a new 1099 A abandoning those funds to OCT [Or, in the alternative, issue release of those funds via letter of instruction.]

4. The parties agree to hold the other harmless for all acts and omissions prior or future; unless new evidence of a compelling nature is disclosed.

5. My credit report will be corrected to reflect that no loan ever took place; therefore, the credit tradeline that is being reported by the alleged lender will be deleted from my credit report.

It is believed that these five (5) items will make both parties whole in an open transparent manner which corrects all mistakes by any party.

Counter presentments are welcome as long as both parties are closed as to liabilities.

Again, please advise me if there is anything incorrect or unfair in what is stated herein.

Be advised that in the event these issues are not settled in a reasonable amount of time, seven (7) days seems appropriate, I will take all appropriate action. In contemplation of corruption of these issues and to prevent abuse of process, this instrument is placed in a time vault, on the World Wide Web ready for massive dissemination.

You will: produce all the documents required to be provided by law governing your actions in your business, mandatory disclosure of documents in relation to consumer loans, consumer credit, securities laws as you are deemed to know the laws governing your activities and there is no excuse for being ignorant.

Done this 2nd September, 2014, as stated under pains and penalties of perjury under the laws of the United States of America and the State of California.

Ralph-Armondo; Ronda

Ralph Armondo Ronda

Under penalty of Perjury 28 U.S.C. § 1746, 1.

Witness: *Ronda B. B. B.*

Witness: *Carol Barker*

CC: WELLS FARGO INSURANCE COMPANY
ATTACHMENT: NOTICE OF CLAIM